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A G R E E M E N T

between

**TOWN OF GUTTENBERG
HUDSON COUNTY, NEW JERSEY**

AND

**LOCAL 620, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(UNIFORMED FIREFIGHTERS & OFFICERS OF GUTTENBERG)**

JULY 1, 1994 TO JUNE 30, 1998

LAW OFFICES:

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PREAMBLE

A. This Agreement is entered this _____ day of _____, 1995, by and between the TOWN OF GUTTENBERG in the County of Hudson, State of New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Town" or "Employer", and LOCAL 620 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO hereinafter called the "Union".

B. The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public, and this Agreement shall not be deemed a waiver by the Town of the obligations assumed by the members of the department by virtue of their oath of office which they took upon their appointment.

ARTICLE I - RECOGNITION

A. The Town hereby recognizes Local 620, International Association of Firefighters, as the exclusive collective negotiations agent for all uniform personnel (in the Fire Department of the Town).

B. The title of Firefighter and Officer shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II - MANAGEMENT RIGHTS

The Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and 11

responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. To the executive management and administrative control of the Town government and its properties and facilities and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Town, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with Constitution of Laws of New Jersey, including Chapter 303 of the Laws of 1968, and the United States.

ARTICLE III - INTERNATIONAL ASSOCIATION OF FIREFIGHTERS REPRESENTATIVES

A. The Town agrees to grant time off to employees designated by the International Association of Firefighters to attend the International Association of Firefighters State and International conventions, as provided by state law.

Time off with no loss of pay shall be granted to men to attend

local Union business in accordance with the following schedule:

<u>Central Labor Council Meetings:</u>	One (1) designated man shall be granted time off to attend these meetings.
<u>State IAFF meetings:</u>	One (1) designated man shall be granted time off.
<u>Local IAFF meetings:</u>	One (1) designated man shall be released from duty for attendance at meetings for the length of the meeting. It is understood that these individuals shall be on call during the meeting.
<u>Hudson County Joint Council:</u>	One (1) designated employee may be released for the length of the meeting. It is understood that employee shall be on call during the meeting and subject to return to work in the event he is required to do so.
<u>Relief Convention:</u>	One (1) employee shall be released for length of the convention and reasonable travel time maximum three (3) days.

B. Authorized representatives of the Association may enter the Town facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Association decides to have its representatives enter the Town facilities or premises, it will request such permission from the appropriate Town representatives and such permission will not be unreasonably withheld, provided there should no interference with the normal operations of the business of the Town government or normal duties of employees.

C. One (1) Association representative and one (1) assistant Association representative may be appointed to represent the

Association in grievances with the Town.

D. During collective negotiations, authorized Association representatives, not to exceed two (2) shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

ARTICLE IV - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any provisions of this Agreement or any applicable rule or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

(a) STEP ONE In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Council person (in charge of the Department). In the event of the Council person's absence a copy will be sent to the Mayor or his designee. Every effort will be made to adjust, compromise, and settle same fairly if at all

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possible.

(b) STEP TWO If the Association wishes to appeal the decision of the Council person or designee, it shall be presented in writing to the Mayor and Town Council or its delegated representative within fifteen (15) working days, who may give the Association the opportunity to be heard and will give his decision in writing within fifteen (15) working days of receipt of the written grievance. All prior correspondence and materials shall be reviewed before decision.

(c) STEP THREE (1) If no satisfactory resolution of the grievance is reached at Step Two then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator shall be final and binding upon the parties. If within the scope of this Agreement which shall be controlling, the Arbitrator shall rule on agreed facts submitted to him/her. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative, or to settle or withdraw any grievance proceeding at any stage.

(4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as

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he may incur.

ARTICLE V - NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cease, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, for the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Town. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agrees that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article IV.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage slowdown walkout or other deliberate interference with normal work procedures against the Town.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity

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for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI - NO LOCKOUT PLEDGE

A. Consistent with the law and with terms of the Agreement, each of the parties hereto agree that they will fulfill their obligations to one another and the town further agrees that it shall not illegally lock out employees or members of the Association or interfere in lawful operations of the Association.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Association in its right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damage or both, in the event of a breach by the Town or its agents.

ARTICLE VII - DEDUCTIONS FROM SALARY

A. The Town agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice prior to the effective date of such change and shall furnish to the Town new authorizations from

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its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off" authorization form and deliver the signed forms to the Town Treasurer. The Association shall indemnify, defend and save harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by the reason of action taken by the Town in reliance upon salary deductions authorization cards submitted by the Association to the Town.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

E. Any permanent regular employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent regular employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a reasonable representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to seventy-five (75%) percent of the regular Union membership dues fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the

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representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any manner resulting from action taken by the Town at the request of the Union under this article.

ARTICLE VIII - WORKING HOURS AND WORK WEEK

A. 1. The work day shall consist of twenty-four (24) consecutive duty hours.

2. The work week schedule shall be twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, and so on in like manner.

B. 1. Starting and Quitting Times - Employees shall start the work day at 7:30 a.m. and shall quit at 7:30 a.m. the following day.

2. Members of this bargaining unit shall receive "early relief" by another member of the unit not to exceed a period of one (1) hour which shall commence upon the arrival of his relief, provided that no employee shall be entitled to overtime pay or compensatory time as a result of this early relief.

3. Each employee covered by this Agreement shall be entitled

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to the utilization of four (4) mutual tour switches per annum. Such switch must be for a full and complete tour and the reimbursement to the employee providing the mutual switch must be completed within the next calendar month succeeding the month of the mutual switch.

C. Meals - The man on duty will be able to take the fire apparatus to pick up meals within the Town limits.

D. Daily Duties - From the hours of 0730 to 1630 hours, the man on duty will conduct the following:

1. Maintenance of quarters.
2. Maintenance of apparatus.
3. Special details.
4. Training.

ARTICLE IX - HOSPITALIZATION

A. The Town agrees to provide medical and hospitalization insurance, prescription, dental and optical to any employee and family who retires within the meaning of the Police and Fire Retirement System excluding deferred retirement.

B. The Town agrees to provide at its expense, Blue Cross, Blue Shield and Major Medical with Rider "J" for all employees and their dependents.

C. Employees and dependents shall receive:

1. A paid dental plan.
2. A paid prescription plan with no cost to the employees.
3. An optical plan.

D. The Town will provide a catastrophic insurance plan.

ARTICLE X - SALARIES

The salary scale for firefighters shall be increased at each grade as follows:

<u>7/1/94</u>	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
5.0%	5.0%	5.0% <i>and</i>	6.25%

The rank of Captain will receive the following amounts above a top-step firefighter's wage rate.

<u>7/1/94</u>	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
\$2,000	\$3,000	\$3,500	\$4,500

All monies due and owing for the year 1994-1995 shall be paid to employees covered by this Agreement within a reasonable period after signing of contract. All other wage rates and payment thereof shall be effective on the dates specified for each year covered herein.

For new employees hired on or after September 15, 1992, there shall be a five (5) step wage program as follows:

<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>7/1/97</u>
25,000	25,000	25,000	25,000
30,000	30,000	30,000	30,000
38,500	38,500	38,500	38,500
44,500	44,500	44,500	44,500
44,861	47,104	49,931	53,051

Upon execution of this Collective Bargaining Agreement, Acting Captain shall be established by Town Resolution and incorporated herein designating the two (2) senior Firefighters to this position with the following amounts above top-step firefighter:

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<u>7/1/94</u>	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
\$1,500	\$2,000	\$2,500	\$3,000

Other firefighters who are designated Acting Captain shall not receive cash compensation, but shall receive two (2) personal days each year in any year in which he has been acting for one (1) or more days.

ARTICLE XI - OVERTIME

A. 1. Overtime shall be paid at the rate of time and one-half his regular straight time of pay for all time worked outside the regular tour of duty. The employee shall have the option for compensatory time off instead of cash payment. All overtime shall first be offered to regular members of the unit.

2. Overtime shall be paid the week following when it is earned.

B. 1. In the event of a structural fire or mutual aid to other towns, the off duty paid-men will report to the fire scene.

2. Payment for recall shall be either cash payment at the rate of time and one-half or compensatory time at the rate of time and one-half, at the employee's option.

3. Compensatory time shall be paid back the same as vacation leave payback for no more than twenty-four (24) hours.

4. If mutual aid is called to the scene of a fire, then those out-of-town employees must be released prior to the paid employees of Guttenberg.

5. Overtime compensation shall be calculated as follows:

- | | |
|--------------------|------------------------|
| a) 1 - 15 minutes | No pay |
| b) 16 - 30 minutes | $\frac{1}{2}$ hour pay |

c) 31 - 60 minutes 1 hour pay

d) Thereafter, payment shall be made in half hour increments (eg., 70 or 80 minutes should be 1.5 hours pay).

6. On July 1 of each year (effective July 1, 1995), an employee covered by this Agreement may sell back three hundred fifty (350) hours of compensatory time, and in return receive payment for three hundred (300) hours annually. Payment shall be made by multiplying hourly rate by three hundred (300) hours based upon the hourly rate as of the preceding June 30th. Hourly rate shall be determined in accordance with the Award of Stanley Aiges dated Novembr 29, 1994.

ARTICLE XII - LONGEVITY

All employees of the Fire Department shall be compensated for the years of service within the Department in accordance with the following schedule:

After four (4) years of service	2¢
After eight (8) years of service	4¢
After twelve (12) years of service	6¢
After sixteen (16) years of service	8¢
After twenty (20) years of service	10¢
After twenty-four (24) yaars of service	12¢

ARTICLE XIII - HOLIDAYS

A. All employees shall receive fourteen (14) paid holidays per annum.

B. All employees shall be entitled to fourtaan (14) holidays to be paid in cash. The first seven (7) holidays are to be paid in cash in the first pay period in July. The last seven (7) holidays shall be paid in the first pay period in December.

ARTICLE XIV - CLOTHING ALLOWANCE

A. The clothing allowance for firefighters and officers covered by this Agreement shall be as follows:

<u>7/1/94</u>	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
\$700.00	\$700.00	\$700.00	\$725.00

B. clothing allowance shall be used to purchase and upkeep:

1. Dress uniforms as defined below in Section E.
2. Work uniforms as defined below in Section E.

C. Turnout clothing (boots, helmet, bunker-coat, gloves, and bunker-pants) shall be supplied and replaced by the Employer.

D. Clothing allowance shall be paid in one lump sum the last pay period in January of each year.

E. The following uniforms shall be purchased and maintained by one employee covered herein:

1. Dress uniform - blouse, pants, shirts, caps, socks, tie, etc.

2. Work Uniforms will be as follows:

Shirt: From October 1 to April 30, long sleeve Chambray or navy blue in color, with department patch and Maltese cross collar pins.

From May 1 to September 30, short sleeve Chambray or Navy blue in color, with department patch and Maltese cross collar pins. Also golf style shirts with company insignia are acceptable.

Pants: Navy blue or FDNY approval dungarees.

Socks: Black or white in color.

Shoes: Black high or low oxford or NFPA approved boots.

Belt: Black in color.

Winter Jacket: will be a police style No. with FD buttons. Department patch will be worn on left sleeve.

Officers Work Uniform

All will remain the same as fireman except the following:

Shirt: Long sleeve navy blue or FDNY officers' blue in color with department patch on left sleeve and captain collar bars.

Short sleeve navy blue or white in color with department patch on left sleeve with captain collar bars.

F. Dress uniform shall be worn on parades and funeral details. Work uniforms shall be worn during the member's duty hours, it shall not be mandatory for the member's duty hours. It shall not be mandatory for the members to wear the drees or work uniform while reporting to or from the tour of duty at his assigned fire hours.

ARTICLE XV - VACATIONS

A. All firefighters shall receive vacation leave per calendar year as follows:

1st year of employment - Four (4) tours of duty

2d year of employment - Eight (8) tours of duty

3d year of employment
and thereafter - Seventeen (17) tours of duty

C. Members accumulating vacation time may receive monetary pay-back for no more than five (5) vacation days paid in the second pay period in December of each year beginning with 1992.

D. All employees covered by this Agreement shall be entitled to accumulate one (1) year's vacation days until time of retirement, exclusive of the last year's vacation entitlement which may also be banked.

Effective upon the addition of Firefighting personnel to the Fire Department, employees with more than one (1) year's allotment of vacation leave shall be required to utilize same based upon the following schedule.

- One (1) New Hire- 1/3rd of the balance of vacation days above one (1) year's allotment within seven (7) years of date of hire.
- Second New Hire- 1/2 of the balance of vacation days above one (1) year's allotment within seven (7) years of date of hire.
- Third New Hire- remaining balance of vacation days above one (1) year's allotment within seven (7) years of date of hire.

An employee shall be entitled to utilize three (3) tours for personal business which shall be credited against vacation leave. Absent emergent circumstances, notice shall be provided no later than one (1) hour prior to the commencement of the tour for which the leave is requested.

ARTICLE XVI - LEAVE OF ABSENCE

A. SICK LEAVE

1. Sick leave, as used herein, shall be defined as an illness, injury or disability that prevents an employee from performing his normal duties; or where an employee is quarantined because of exposure to a contagious disease or illness.

2. The employee shall notify the firefighter on duty at least

ona (1) hour prior to the commencement of his tour of duty whenever possible. Said notice shall state the nature of the causa of the absence from duty and log in the Department Journal.

3. When an employee is out on sick leave for three (3) or more consecutive work days or where an employee has established a pattern of sick time use, the Mayor and Council may at their discretion, reasonably require the employee to submit acceptable medical evidence substantiating the absence.

4. The Town may require an examination by a physician retained by the Town of an employee absent for medical reasons. However, such examination shall be at the sole cost and expense of the Town and a copy of the results of such examination shall be supplied to the employee.

5. All employees covered by this Agreement shall be granted sick leave on an as-needed basis up to a maximum of one (1) year for each occurrence of need.

6. The employee organization recognizes the right of the employer to discipline, in accordance with applicable law, any employee who misrepresents facts or malingers under this clause.

7. All accumulated sick leave for employees covered by this Agreement who have earned fifteen (15) days per year towards terminal leave shall be fixed as of June 30, 1995. The annual fifteen (15) day allotment for sick leave and the accumulation of such sick leave shall be terminated and no longer exist thereafter. Work-related illness or injury shall not be deemed a sick leave occasion.

The affected members of the unit shall sell back, at the rate of pay the preceding June 30th, fifteen (15) accumulated sick days per year on July 1 of each year, effective in 1995, until all accumulated days are exhausted. All members of the unit will continue to receive unlimited sick leave as set forth in Subsection 5 herein.

B. Military Leave

An employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

C. LEAVE OR ABSENCE WITHOUT PAY

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months, but with retention of all medical benefits. Such leave shall be granted at the sole discretion of the Mayor and Council. The leave may be extended for an additional six (6) months by the Mayor and Council.

D. Bereavement Leave

a. In the case of death in the immediate family, an employee shall be granted leave, at no charge, from the day of death up to and including the day after the funeral.

b. Immediate family shall be defined as a spouse, child, stepchild, mother, father, brother or sister, or grandparents of the employee or his/her spouse.

c. If the funeral is out-of-state an additional two work days shall be allowed.

d. Reasonable verification may be required by the Town.

E. INJURY LEAVE

a. Whenever a member of the Fire Department is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, not to exceed one (1) year.

b. The Town shall pay the Hospital, Medical and Surgical expenses incurred by any member of the Department who is injured in the performance of his duties, providing same are payable pursuant to Compensation Laws.

c. The employee may be reasonably required from time to time to present evidence by a certificate of a physician that he is unable to work.

F. MUTUAL AID

If any member in rendering assistance in another municipality shall suffer any casualty or death, he or his estate shall be entitled to all salary, pension rights, Workmen's Compensation and any other benefits as if such casualty or death occurred in the performance of his duties in Guttenberg.

ARTICLE XVII - SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this Agreement to an employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

B. As to any invalid provision or application, the parties shall renegotiate reasonable and feasible alternatives, subject to the provision of N.J.S.A. 34:13A-16 et seq.

ARTICLE XVIII - EDUCATION ALLOWANCE

A. In addition to all other payments set forth in this Agreement, each employee shall receive payment for each college credit earned for college courses related to or leading to a degree in Fire Science or other fire-related field.

B. The above payment shall be one payment of fifteen (15) dollars per each credit earned in regular study in college, day or night.

C. For any school mandated by the Town or State, a member shall be compensated in cash or compensatory time, at the employees option.

ARTICLE XIX - MAINTENANCE OF STANDARDS

A. The parties agree that all existing practices and procedures in the Guttenberg Paid Fire Department cannot be set forth in this Agreement. The parties accordingly agree that regular and established practices and procedures, shall not be rescinded or materially altered without bargaining in good faith, where the interests of the employees are to be adversely affected.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Association in its right to seek or obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damages or both, in the event of a breach by the Town or its agents.

ARTICLE IX - TRANSPORTATION ALLOWANCE

Employees covered by this Agreement shall be reimbursed for tolls and parking fees not to exceed \$100.00 in the aggregate per calendar year. A fire vehicle shall also be provided in the event an employees vehicle is not available for training purposes sanctioned and approved by the Employer.

ARTICLE XXI - PERSONNEL FILES

A personnel file shall be established and maintained for each employee by this Agreement. Such files are confidential records and shall be maintained in the Town Clerk's office and will be used for evaluation of vacation, sick days, compensatory time and other information that is entered into his file.

Upon advance notice and at reasonable times, any member of the Fire Department may at any time review his personnel file. However, this appointment for review must be made through the Town Clerk.

Whenever a written complaint concerning a firefighter or his actions is to be placed in his personnel file, and/or if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject the member to appropriate disciplinary action.

Each employee may maintain his own accumulated vacation days, holidays taken, sick days, and any other time due which is available to the firefighter. In case of doubt, he may consult the Town Clerk for verification of same at reasonable intervals.

ARTICLE XXII - RIGHTS OF EMPLOYEES

In an effort to insure that departmental investigations are conducted in a fair manner which will contribute to good order and disciplinary, the following rules are hereby adopted:

1. The interrogation of a member of the uniformed department shall be at a reasonable hour, preferably when member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Mayor and Board of Council. Unusually it will be at Fire Headquarters or the location where the incident allegedly occurred.

3. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals and rest periods at the end of every two (2) hours, as required, without prejudicing the investigation.

4. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Normal fire procedure will be utilized, and every firefighter shall answer questions promptly and truthfully, subject to lawful privileges

then asserted.

5. At every stage of the proceedings, the department shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his Association representative.

6. In cases other than departmental investigations, if a member of the uniformed department is under arrest or if he is a suspect or the target of a criminal investigation, he shall be so informed.

7. Nothing herein shall be construed to deprive the department or its firefighters of the ability to conduct the department.

ARTICLE XXIII - TERMINATION, RETIREMENT AND RESIGNATION

A. The Town shall make every effort administratively to pay an employee who shall resign, be retired or be discharged, all money due him the pay day immediately following the termination of employment. (Said pay shall include vacation pay, and cash in lieu of compensatory time due.) In order to avoid any misunderstanding or error, a Pre-termination Conference will be held, said Conference to be attended by the Fire Chairman, the employee, a Union representative, if desired by the terminor, and any other appropriate person such as a representative from the Department of Revenue and Finance, to ensure that terminal payments are correct and that the individual understands what elements comprise such payments.

B. Employees shall retain all pension rights under New Jersey

Law and the ordinances of the Town of Guttenberg.

ARTICLE XXIV - MISCELLANEOUS

A. Riot and Police Duties

1. Members shall not be required to perform police duties.
2. The Town shall not require any member to use a hose stream or any other method to take part actively in the quelling of any riot or near riot.
3. The Town shall provide police protection to Fire Department members whenever required.

B. Facilities

1. All sanitary facilities and equipment in each firehouse including toilets, showers and washbasins shall be furnished and maintained in good working order by the town.
2. The Town shall also furnish, maintain in good condition and replace when necessary the following: lockers, beds and bedding, chairs, tables, refrigerators and stove.
3. All firehouses must be heated and cooled properly with the change of seasons.
4. All Departmental motor vehicles, equipment and firefighter apparatus shall be maintained with Federal, State and O.S.H.A. inspection standards and specifications.

C. Security of Firehouses

1. Only uniformed members shall have a key for the kitchen and upstairs-secured areas.
2. The uniformed members on duty will be in charge of firehouse and apparatus, which includes placement of equipment.

3. When any equipment changes are done to the fire apparatus, the Volunteers will be notified in writing by the Captain.

D. Restrictions

1. Supplies or equipment shall be distributed between the hours of 0730 and 1630, 7 days a week.

2. Drill notices Volunteers must give seven (7) days notice for drills in the firehouse or with the fire apparatus to which members covered by this Agreement are assigned.

3. Vacating premises The Volunteers must vacate the premises by 2200 hours, seven (7) days a week, with the exception of meeting nights and training drills.

4. Orders at fire scenes and stills

a. All fire ground orders, other than normal firefighting procedures, shall be given to all uniformed members by the Chief-in-Charge of the fire ground.

The uniformed member at the scene of a call will be in charge, unless he determines to call out a volunteer company. Then the ranking officer shall be in charge.

b. Uniform personnel shall not be subject to instruction or orders by volunteer personnel, except at the fire scene by ranking officers.

ARTICLE XXV - TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1994 and shall remain in effect to and including June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the Town of Guttenberg, New Jersey on this

5th day of April, 1995.

**LOCAL 620 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AND OFFICERS
UNIFORMED FIREFIGHTERS OF GUTTENBERG**

By: Donald Thale

ATTEST: Sean Sullivan

**TOWN OF GUTTENBERG,
COUNTY OF HUDSON, NEW JERSEY**

By: William O'Donnell - Mayor

ATTEST: Linda Martin RMC